

PATENT ASSIGNMENT

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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
James F. Machen	01/07/2009
RECEIVING PARTY DATA	
Name:	Hueter Toledo, Inc.
Street Address:	605 East Center Street
City:	Bellevue
State/Country:	OHIO
Postal Code:	44811
PROPERTY NUMBERS Total: 1	
Property Type	Number
Patent Number:	D402908
CORRESPONDENCE DATA	
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ATTORNEY DOCKET NUMBER:	1-40991
NAME OF SUBMITTER:	Donald R. Fraser
Total Attachments: 2 source=40921 Executed Assigment JFM 051910#page1.tif source=40921 Executed Assigment JFM 051910#page2.tif	

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PATENT ASSIGNMENT

This Patent Assignment (the "Agreement") is made and effective January 6, 2009.

BETWEEN: James F. Machen (the "Assignor") an individual existing under the laws of the State of Ohio, residing at: 2817 Goddard Rd. Toledo, Ohio.

AND: Hueter Toledo, Inc. ("the Assignee"), a corporation organized and existing under the laws of the State of Ohio, with office located at 605 East Center Street, Bellevue, Ohio.

WHEREAS Assignor, has invented a certain new and useful invention (the "Invention") and Assignor holds a Patent related thereto, both of which are described as:

US Patent number: D402,908 ENGRAVED SURVEYOR'S MARKER
Dated : December 22, 1998

WHEREAS Assignee, wishes to acquire the entire rights, title and interest in the Invention and the Patent;

NOW, the parties agree as follows:

1. ASSIGNMENT

Assignor does hereby irrevocably assign to Assignee all rights, title, and interest (including but not limited to, the patent claims, all rights to prepare derivative works, all goodwill and all other rights), in and to the Patent and Invention.

2. REPRESENTATIONS AND WARRANTIES

Assignor represents and warrants to Assignee:

- a. Assignor has the right, power and authority to enter into this Agreement;
- b. Assignor is the owner of all right, title and interest, including all intellectual property rights, in the Invention and Patent;
- c. The Invention and Patent are free of any liens, security interests, encumbrances, or licenses;
- d. The Invention and Patent do not infringe the rights of any person or entity;
- e. There are no claims, pending or threatened, with respect to Assignor's rights in the Invention and Patent;
- f. This agreement is valid, binding and enforceable in accordance with its terms; and
- g. Assignor is not subject to any agreement, judgment, or order inconsistent with the terms of this Agreement.
- h. The Assignee can register and dispose of the copyright in the Work in the Assignee's own name.

3. ENTIRE AGREEMENT

This agreement, contains the entire understanding and agreement between the parties hereto with respect to its subject matter and supersedes any prior or contemporaneous written or oral agreements, representations or warranties between them respecting the subject matter hereof.

4. AMENDMENT

This Agreement may be amended only by a writing signed by both parties.

5. SEVERABILITY

If any term, provision, covenant or condition of this Agreement, or the application thereof to any person, place or circumstance, shall be held by a court of competent jurisdiction to be invalid, unenforceable or void, the remainder of this Agreement and such term, provision, covenant or condition as applied to other persons, places, and circumstances shall remain in full force and effect.

6. AGREEMENT TO PERFORM NECESSARY ACTS

Assignee agrees to perform further acts and execute and deliver any documents that may be reasonably necessary to carry out the provisions of this Agreement.

7. GOVERNING LAW

This Agreement shall be construed in accordance with, and all actions arising hereunder shall be governed by the laws of the State of Ohio.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first above written.

ASSIGNOR

ASSIGNEE

Signature James F. Machen
Printed Name James F. Machen

Signature _____
Printed Name _____

Notarization Form

State of Ohio
County of Lucas

On Jan. 7, 2009 (date) before me,
Maria Stahl
Notary name

Notary, personally appeared
James Machen
Name of Assignor

personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his, and that by his signature on this instrument the person, executed the instrument.

Witness my hand and official seal
Signature Maria Stahl
Notary

(Seal)

Notarization Form

State of Ohio
County of _____

On _____ (date) before me,

Notary name

Notary, personally appeared

Name of Assignor

personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his, and that by his signature on this instrument the person, executed the instrument.

Witness my hand and official seal
Signature _____
Notary

(Seal)

Maria Stahl
Notary Public, State of Ohio
My Commission Expires April 28, 2010